

Chapter 10

IMPACT FEES AND CONTRIBUTIONS

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10.1 Requirement for Final Plat Approval

As a condition of approval of a final plat of subdivision or of a final plat of a planned unit development, each subdivider or developer shall be required to dedicate land for park, recreational, fire/rescue, police, library and school purposes to serve the immediate and future needs of the residents of the development or shall be required to make a cash contribution in lieu of actual land dedication, or a combination of both, at the option of the City with the concurrence of the affected district or districts, which concurrence shall be obtained in writing. However, the City shall have the final decision making power in this regard. Further, as a condition of approval of a final plat of subdivision or a final plat of a planned unit development, each subdivider or developer shall be required to make a cash contribution for streets, sanitary sewer and potable water as provided in this Chapter. In the case of a commercial or industrial development, a cash potable water capital improvement contribution and sanitary sewer capital improvement contribution to serve the immediate and future potable water system and sanitary sewer system of the City is required. The contributions required hereunder shall be made in accordance with the criteria and formulas as provided herein.

10.2 Criteria for Requiring Park and Recreational Land Dedication

- A. Requirement and Population Ratio: The ultimate density of a proposed development shall bear directly on the amount of land required for dedication for park and recreational purposes. The total requirement shall be 17.5 acres of land per 1,000 of ultimate population and may be allocated by the City Council at its discretion based upon the following criteria:

Type of Recreation Area	Minimum Size	Park Acreage per 1,000 People
Play lot	8,000 square feet	2 acres
Neighborhood park	3 acres	3.5 acres

City-wide park for active sports	10 acres	6 acres
City-wide recreation park	15 acres	6 acres
TOTAL		17.5 acres of land per 1,000 people

These requirements for acreage are based upon studies performed by the City, the Illinois Recreational Facilities Inventory, by the Illinois Department of Natural Resources, and a review of available data studies and literature on the subject. These requirements are presumed to be the appropriate acreage requirements and shall be used in calculating any cash in lieu of land contribution herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made in accordance with Section 10.16 herein to the Parks and Recreation Commission. Failure to timely object to these acreage requirements in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.

- B. Location: Park and recreation planning documents adopted by the City Council or as set forth in the City's comprehensive planning documents shall be used as a guideline in locating sites. A central location that will serve equally the entire development or a location that is adjacent to existing park and recreational land is most desirable. In large developments, these sites can be located throughout the development according to established standards for park area distances.
- C. Credit for Private Open Spaces and Recreation Areas:

1. Depending on the size of the development, a portion of the park and recreation area in subdivisions or planned unit developments may, at the sole option of the City Council, be provided in the form of private open space in lieu of dedicated public open space. The extent of the space shall be determined by the City Council based on the needs of the projected residents and the amount of total park and recreation land for the general area.
2. When subdividers or developers provide private open space for recreation areas and facilities, it may have the effect of reducing the demand for local public recreational services. Since private open space is not available to the general public of the City, it is the policy of the City that private open space may be discounted by at least 50 percent or more at the discretion of the City Council. The actual discount shall be determined based on factors such as, but not limited to: the scale, nature and location of the private open space and the benefit to be provided.
3. In general, a substitution of private open space for dedicated parks will imply a substantially higher degree of improvement and the installation of recreation facilities and equipment by the developer as part of his obligation. Detailed plans of such areas, including specifications of facilities and equipment to be installed, must be approved by the City. Before any credit is given for private recreation areas, the subdivider or developer must guarantee that these private recreation areas will be permanently maintained for such use by the execution of the appropriate legal documents. When an adjustment for private recreation areas is warranted, it will be necessary to compute the total park land dedication that would have been required from the subdivision or planned development and then subtract the credit to be given.

10.3 Criteria for Requiring School Site Dedication

- A. Requirement and Population Ratio: The ultimate number of students to be generated by a subdivision or planned unit development shall bear directly on the amount of land required to be dedicated for school sites. The land dedication requirement shall be determined by obtaining the ratio of the (a) estimated children to be served in each such school classification over the (b) maximum recommended number of students to be served in each such school classification as

stated herein, and then applying such ratio to (c) the appropriate number of acres for a school site of each such school classification as stated herein. The product thereof shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increase in number of children in each such school classification.

- B. School Classifications and Size of School Site: These requirements for acreage are based upon a review of available data studies and literature on the subject, including, but not limited to, information provided by the State Superintendent of Education and the unique characteristics of McHenry County, including the general rural character and open space, and the desire of its residents to maintain this character and open space in future school sites. These requirements for acreage shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash in lieu of land contribution herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made in accordance with Section 10.16 herein to the Plan Commission. Failure to timely object to these acreage requirements in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.

School classifications and size of school sites within the City shall be determined in accordance with the following criteria:

School Classification by Grades	Maximum Number of Students for Each Such School Classification	Appropriate Number of Acres of Land for Each School Site of Such Classification	Students Per Acre of Land for Each School Site
Elementary school: grades kindergarten through 5th or 6th	450 students	20 acres	22.50 students
Middle school: grades 6th through 8th or 7th and 8th grades	600 students	35 acres	17.14 students
High school: Grades 9th through 12th	1,500 students	90 acres	16.67 students

- C. Location: The Comprehensive School Plan and/or the standards adopted by the school district shall be used as a guideline for locating school sites.

10.4 Criteria for Requiring Police Site Dedication

- A. Requirement and Population Ratio: New developments and increased population create new demands for police protection. They create the need for additional police facilities. The ultimate density of a proposed development shall bear directly on the amount of land required for dedication. The City hereby finds that the total requirement shall be 1.5 acres of land per 1,000 of ultimate population. These requirements are based upon a review of available data, studies and literature on the subject, as well as the City's own internal examination of police utilization and needs. They shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash in lieu of land contribution herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made in accordance with Section 10.16 herein. Failure to timely object to these acreage requirements in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.
- B. Location: The location of any new police facility shall be determined by the City. However, preference will be given to those sites centrally located within the development, allowing for the most efficient utilization of police services.

10.5 Criteria for Requiring Library Site Dedication

- A. Requirement and Population Ratio: The ultimate density of a proposed development shall bear directly on the amount of land required for dedication. New development and increased population create greater demands for adequate and efficient library services to meet the educational, cultural and recreational needs of the citizenry. They create the need for additional library facilities. The City hereby finds that the total requirement shall be one acre of land per 1,000 of ultimate population.

These requirements are based upon a review of available data, studies and literature on the subject, as well as the City's own internal examination of library utilization and needs. They shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash in lieu of land contribution herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made in accordance with Section 10.16 herein. Failure to timely object to these acreage requirements in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.

- B. Location: The location of any new library facility shall be determined by the City. However, preference will be given to those sites centrally located within the development, allowing for the most efficient utilization of library services.

10.6 Criteria for Requiring Fire/Rescue Site Dedication

- A. Requirement and Population Ratio: New developments and increased population create new demands for fire/rescue services. They create the need for additional fire/rescue, firehouse and training sites. The ultimate density of a proposed development shall bear directly on the amount of land required for dedication. The City hereby finds that the total requirement shall be 5 acres of land per 10,000 of ultimate population. This requirement is based upon a review of available data as well as the fire/rescue districts own internal examination of fire/rescue utilization and needs. They shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash in lieu of land contribution herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made in accordance with Section 10.16 herein. Failure to timely object to these acreage requirements in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.
- B. Location: The location of any new fire/rescue house and training site shall be determined by the Woodstock Fire/Rescue District in consultation with the City. However, preference will be given to those sites centrally located within the development, allowing for the most efficient utilization of fire/rescue services.

10.7 Criteria for Requiring Cash Contribution in Lieu of Park, Fire/Rescue, School, Police, and Library Sites

- A. When the development is small and the resulting site is too small to be practical or when the available land is inappropriate for park, recreational, fire/rescue, police, library and school purposes or is in conflict with the approved Comprehensive School Plan, the City, with the concurrence of the appropriate district, if applicable, shall require the subdivider or developer to pay a cash contribution in lieu of the land dedication.
- B. The cash contribution in lieu of park and recreation land dedication shall be held in trust by the City or other public body designated by the City and shall be used solely for the acquisition of park and recreation land as classified in Section 10.2 herein, which will be available to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing local park and recreation lands that already serve such needs or for

any other lawful park purpose or for any park purpose agreed to by the subdivider or developer at the time of platting.

- C. The cash contributions in lieu of fire/rescue sites shall be held in trust by the City or other public body designated by the City. Said contributions shall be used for the acquisition of land for fire house and training sites to serve the immediate and future needs of the residents of that subdivision or development or for the improvement of any other existing fire house or training site that already serves such needs or for any other lawful fire/rescue purpose or for any fire/rescue purpose agreed to by the subdivider or developer at the time of platting.
- D. The cash contributions in lieu of school sites shall be held in trust by the City or other public body designated by the City. Said contributions shall be used for the acquisition of land for school sites to serve the immediate or future needs of children from that subdivision or development or for the improvement to any existing school site that already serves such needs, which includes school buildings or other infrastructure necessitated and specifically and uniquely attributable to the development or subdivision in question.
- E. If any portion of a cash contribution in lieu of park and recreational land dedication or cash contribution in lieu of school site dedication is not expended for the purposes set forth herein within 13 years from the date of receipt, it shall be refunded to the record owner of the subdivided land at the time of the refund. If there is more than one record owner of the subdivided land or of the land that comprises the planned unit development, as applicable, such record owners shall share in the refund pro-rata based on the fees originally paid by each property.
- F. The cash contribution in lieu of police site dedication shall be held in trust by the City or other public body as designated by the City and shall be used for the acquisition of police land as required herein to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of existing or proposed police facilities that already serve or will serve such needs or for any other lawful purpose agreed to by the subdivider or developer at the time of platting.
- G. If any portion of the cash contribution in lieu of police site dedication is not expended for the purposes set forth herein within 13 years from the date of receipt, it shall be refunded to the record owner of the subdivided land at the time of refund. If there is more than one record owner of the subdivided land or of the land that compromises the planned unit development, such record owners shall share in the refund pro-rata based on the fees originally paid by each property.
- H. The cash contribution in lieu of library site dedication shall be held in trust by the City or other public body as designated by the City and shall be used for the acquisition of library land as required herein, which will be available to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of existing or proposed library facilities that already serve or will serve such needs or for any other lawful purpose agreed to by the subdivider or developer at the time of platting.
- I. If any portion of the cash contribution in lieu of library land dedication is not expended for the purposes set forth herein within 13 years from the date of receipt, it shall be refunded to the record owner of the subdivided land at the time of refund. If there is more than one record owner of the subdivided land or of the land that compromises the planned unit development, such record owners shall share in the refund pro-rata based on the fees originally paid by each property.
- J. Fair Market Value for Park and Recreation: The cash contribution in lieu of land shall be based on the “fair market value” of land in the area that otherwise would have been dedicated as park and recreation sites. The “fair market value” on a per acre basis, shall be based on the assumption unless determined otherwise pursuant to Section 10.16 herein, that the land is zoned single-family residential, subdivided with appropriate frontage on a dedicated road, stubbed with City sanitary sewer and potable water, has all appropriate utilities available, is improved as set forth in Sections

10.14 and 10.15 herein, and is otherwise property capable of being used for single-family residential development. Based upon a study of real estate transactions in Woodstock it has been determined that the present “fair market value” of such improved land in and surrounding the City is, as of the effective date of this Chapter, \$65,000.00 per acre. This figure shall be adjusted by the City Council from time to time. The “fair market value” as defined herein shall be used in calculating any cash in lieu of land contribution unless timely objected to as provided in Section 10.16 herein or unless otherwise provided herein. Objections to the “fair market value” as defined herein shall be made in accordance with Section 10.16 herein to the Plan Commission.

- K. Fair Market Value for Fire/Rescue Sites: The cash contribution in lieu of land shall be based on the “fair market value” of land in the area that otherwise would have been dedicated as a fire/rescue site. The “fair market value,” on a per acre basis, shall be based on the assumption unless determined otherwise pursuant to Section 10.16 herein, that the land is zoned single-family residential, subdivided with appropriate frontage on a dedicated road, stubbed with City sanitary sewer and potable water, has all appropriate utilities available, is improved as set forth in Sections 10.14 and 10.15 herein, and is otherwise property capable of being used for single-family residential development. Based upon a study of real estate transactions in Woodstock it has been determined that the present “fair market value” of such improved land in and surrounding the City is, as of the effective date of this Chapter, \$125,000.00 per acre. This figure shall be adjusted by the City Council from time to time. The “fair market value” as defined herein shall be used in calculating any cash in lieu of land contribution unless timely objected to as provided in Section 10.16 herein or unless otherwise provided herein. Objections to the “fair market value” as defined herein shall be made in accordance with Section 10.16 herein to the Plan Commission.
- L. Fair Market Value for Schools: The cash contribution in lieu of land shall be based on the “fair market value” of land in the area that otherwise would have been dedicated as school sites. The “fair market value,” on a per acre basis, shall be based on the assumption unless determined otherwise pursuant to Section 10.16 herein, that the land is zoned single-family residential, subdivided with appropriate frontage on a dedicated road, stubbed with City sanitary sewer and potable water, has all appropriate utilities available, is improved as set forth in Sections 10.14 and 10.15 herein, and is otherwise property capable of being used for single-family residential development. Based upon a study of real estate transactions in Woodstock it has been determined that the present “fair market value” of such improved land in and surrounding the City is, as of the effective date of this Chapter, \$125,000.00 per acre. This figure shall be adjusted by the City Council from time to time. The “fair market value” as defined herein shall be used in calculating any cash in lieu of land contribution unless timely objected to as provided in Section 10.16 herein or unless otherwise provided herein. Objections to the fair market value as defined herein shall be made in accordance with Section 10.16 herein to the Plan Commission.
- M. Fair Market Value for Police and Library Sites: The City currently has an existing library and police station. Any expansion of these two buildings will occur in downtown Woodstock. The City has determined that the cost of land in downtown Woodstock is \$216,200.00 per acre. The price per acre figure for all calculations pursuant to this Chapter 10 for library and/or police purposes shall be \$216,200 per acre. This figure shall be adjusted by the City Council from time to time. The “fair market value” as defined herein shall be used in calculating any cash in lieu of land contribution unless timely objected to as provided in Section 10.16 herein or unless otherwise provided herein. Objections to the “fair market value” as defined herein shall be made in accordance with Section 10.16 herein to the Plan Commission.
- N. Criteria for Requiring Dedication and a Fee: There will be situations in subdivisions or planned unit developments when a combination of land dedication and a contribution in lieu of land are necessary. These occasions will arise when (a) only a portion of the land to be developed is proposed as the location for a park, police, library or school site (that portion of the land within the subdivision falling within the park or school location shall be dedicated as a site as stated herein, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated); or (b) a major part of the local park, police site, library site or

school site has already been acquired by the City or school district and only a small portion of land is needed from the development to complete the site (the remaining portion shall be required by dedication, and a cash contribution in lieu thereof for the rest of the required land shall be required).

10.8 Criteria for Requiring Streets Contribution

The development of new subdivisions and planned unit developments creates a proportional increase in the traffic utilizing City streets and highways. This requires the expansion of the existing infrastructure as well as the creation of new and existing roadways to satisfy the increased traffic congestion. Demographic studies demonstrate the clear relationship between increased development and increased traffic congestion, necessitating expansion of the infrastructure. Demographic studies show that all residential units contain on average two adults. Given the rural nature of the City the average residential unit in the City owns two automobiles. Each developer or subdivider shall pay a cash contribution of \$100.00 to the City per required off-street parking space or portion thereof.

This requirement is based upon a review of available data, studies and literature on the subject, as well as the City's own internal examination of street utilization and requirements. It shall be presumed to be correct and accurate and shall be used in calculating cash contributions herein unless timely objected to as provided herein. Objections to this Section shall be made in accordance with Section 10.16 herein. Failure to timely object to these requirements in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.

The cash contribution shall be held in trust by the City or other public body designated by the City and shall be used solely for the expansion or modification of the City's street system so as to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing streets that already serve such needs or for any other lawful purposes or for any purpose agreed to by the subdivider or developer at the time of platting. If any portion of a cash contribution is not expended within 13 years from the date of receipt, it shall be refunded to the record owner of the subdivided land at the time of the refund. If there is more than one record owner of the subdivided land or of the land that comprises the planned unit development, as applicable, such record owners shall share in the refund pro-rata based on the fees originally paid by each property.

10.9 Criteria for Requiring Cash Potable Water Capital Improvement Contribution

The development of new subdivisions and planned unit developments increases the demands upon the existing potable water service provided by the City in a proportionate and ascertainable manner. Studies of the volume of existing potable water use and the current capacity to meet that use reveal the need to develop additional potable water service capabilities. Therefore, each new developer or subdivider desiring to connect to the City's potable water supply shall pay a capital improvement contribution, also referred to as a water connection fee, pursuant to Section 6.4D.1 of the Woodstock City Code (as amended from time to time).

These requirements are based upon a review of available data, studies and literature on the subject, as well as the City's own internal examination of potable water utilization and requirements. They shall be presumed to be correct and accurate and shall be used in calculating cash contributions herein unless timely objected to as provided herein. Objections to this Section shall be made in accordance with Section 10.16 herein. Failure to timely object to these requirements in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.

The cash contribution for potable water capital improvement shall be held in trust by the City or other public body designated by the City and shall be used solely for the expansion or modification of the City's potable water system so as to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of the existing potable water system that already serves such needs or for any other lawful purposes or for any purpose agreed to by the subdivider or developer at the time of platting. If any portion of a cash contribution is not expended within 13 years from the date of receipt, it

shall be refunded to the record owner of the subdivided land at the time of the refund. If there is more than one record owner of the subdivided land or of the land that comprises the planned development, as applicable, such record owners shall share in the refund pro-rata based on the fees originally paid by each property.

10.10 Criteria for Requiring Cash Sanitary Sewer Capital Improvement Contribution

The development of new subdivisions and planned unit developments increases the demands upon the existing sanitary sewer services provided by the City in a proportionate and ascertainable manner. Studies of the volume of existing sewage use and the current capacity to meet that use reveal the need to develop additional sewage service capabilities. Therefore, each new developer or subdivider desiring to connect to the City's sanitary sewer system shall pay a capital improvement contribution, also referred to as a sewer connection fee, pursuant to Section 6.4D.2 of the Woodstock City Code (as amended from time to time).

These requirements are based upon a review of available data, studies and literature on the subject, as well as the City's own internal examination of sanitary sewer system utilization and requirements. They shall be presumed to be correct and accurate and shall be used in calculating cash contributions herein unless timely objected to as provided herein. Objections to this Section shall be made in accordance with Section 10.16 herein. Failure to timely object to these requirements in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.

This cash contribution shall be held in trust by the City or other public body designated by the City and shall be used solely for the expansion or modification of the City's sanitary sewer system so as to serve the immediate or future needs of the residents of that subdivision or development or for the improvement of the existing sanitary sewer system that already serves such needs or for any other lawful purposes or for any purpose agreed to by the subdivider or developer at the time of platting. If any portion of a cash contribution is not expended within 13 years from the date of receipt, it shall be refunded to the record owner of the subdivided land at the time of the refund. If there is more than one record owner of the subdivided land or of the land that comprises the planned development, as applicable, such record owners shall share in the refund pro-rata based on the fees originally paid by each property.

10.11 Density Formula

The table, which is subject to revision from time to time by the City, contained in Exhibit 10.C herein constitutes projections of anticipated population density and is generally indicative of current and short-range projected trends in family size for new construction and shall be used in calculating the amount of required dedication of acres of land or the cash contributions in lieu thereof unless a written objection is filed thereto by the subdivider or developer pursuant to Section 10.16 herein.

The term "bedroom" as used herein shall include any den, study or extra room located on any floor in a dwelling unit which is not clearly identified for some other specific purpose such as a kitchen (one per unit), dining room (one per unit), living room (one per unit), bathroom and family room (one per unit). In addition, any room that is not a kitchen, dining room or bathroom, which is sectioned off from the remainder of the house by a door or doors, is presumed to be a bedroom.

Exhibit 10.C, as updated, shall be used in calculating any cash in lieu of land contribution unless objected to as provided in Section 10.16 herein. The City recognizes that Exhibit 10.C may be updated from time to time and will, as a result, continually adopt these updates periodically by amending this Chapter 10 accordingly. Objections to the table shall be made in accordance with Section 10.16 herein to the Plan Commission. Failure to object to the figures in Exhibit 10.C in accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.

In the event a subdivider or developer files a written objection to the Exhibit 10.C figures, he shall submit his own demographic study showing the estimated additional population to be generated from the subdivision or planned development, and in that event final determination of the density formula shall be made in accordance with Section 10.16 herein.

Commentary

The amount of cash required in lieu of a land donation in order to fulfill school, park, library, police, and fire/rescue impact obligations is based on (1) the estimated population per dwelling unit, (2) the amount of land for a new school, park, library, police station, or fire/rescue station site required per person, (3) the number acres of land per dwelling unit, and (4) land value.

The estimated number of people per dwelling unit is multiplied by the number of acres of land required per person in order to arrive at the number of acres of land required per dwelling unit. The number of acres per dwelling unit is multiplied by the per acre value of the land to determine the cash in lieu of land fee. For school impact fees, figures are obtained for elementary school, middle school, and high school sites, then added together to arrive at the total school cash in lieu of land fee.

10.12 Reservation of Additional Land

When the Comprehensive Plan or the standards of the City call for a larger amount of park and recreational land or school sites in a particular subdivision or planned development than the developer is required to dedicate pursuant to this Chapter 10, the land needed beyond the developer's contribution shall be set aside and reserved by the developer for subsequent acquisition by the City or other public body designated by the City, provided that such acquisition is made within five years from the date of approval of the final plat.

10.13 Combining with Adjoining Developments

Where appropriate, public open space or a school site that is to be dedicated should, if possible, be combined with dedications from adjoining developments in order to produce usable recreation areas and/or school sites without undue hardship on a particular developer.

10.14 Topography and Grading

The slope, topography and geology of the dedicated site, as well as its surroundings, must be suitable for its intended purpose. Wetlands and flood plains may be accepted for City ownership and maintenance, but shall not serve as a credit toward the park site contribution. Storm water detention areas shall not be accepted for City ownership and maintenance, and the portion of a detention area designed to function primarily as a component of the storm water control system shall not serve as a credit toward the required park site contribution. Retention areas shall not be accepted for City ownership and maintenance and shall not serve as a credit toward the required park site contribution. A park site shall be not less than one acre in area. Wetlands, flood plains, detention areas, retention areas and areas of steep slope shall not be accepted as school, police and library sites and shall not serve as a credit toward the required cash in lieu of land contribution.

10.15 Improved Sites

All sites, with the exception of park and recreation land, shall be dedicated in a condition ready for full service of electric, natural gas, potable water, sanitary sewer and streets (including enclosed drainage and curb and gutter), as applicable to the location of the site, and shall otherwise comply with the requirements of the Woodstock City Code and this Unified Development Ordinance. Landscaping normally included within the definition of "improved" sites under this Ordinance may be deleted due to the delay time between dedication of any such school site and the construction of school facilities thereon.

10.16 Objections

- A. All objections relating to acreage requirements, presumptions as to fair market value, Exhibit C herein or any other application of this Chapter 10 to a particular subdivision or planned development, shall first be referred to the Plan Commission for hearing. Any objection relating to acreage requirements for park and recreation purposes shall also be referred to the Parks and Recreation Commission for its consideration. An objection must be made, if at all, prior to the approval by the City of the final plat. A failure to object by such time shall constitute a waiver of the right to object to the provisions of this Chapter 10. All developers submitting a plat of subdivision or resubdivision or a plat of a planned unit development to the City shall be given a copy of these regulations, including the procedures for objecting to such an assessment as prescribed by this Section 10.16. Upon receipt of said Ordinance, the developer shall sign an accompanying document, attached hereto as Exhibit B-2, acknowledging that the developer has received notice of the existence of such a procedure for objections.
- B. Duties of the Plan Commission: The Plan Commission shall serve in an advisory capacity and shall have the following duties:
1. Advise and assist the City in resolving objections regarding the figures in Exhibit C, the size of the park, school, police, library, and fire/rescue sites in Sections 10.2, 10.3, 10.4, 10.5, and 10.6 the fair market value of the land used to calculate the cash contributions or any other application of this Chapter 10 to a particular subdivision or planned unit development.
 2. The Plan Commission may adopt procedural rules to be used in carrying out its duties imposed by this Chapter.
- C. The City shall make available to the Plan Commission all professional reports relating to Exhibit C, the size of the park, fire/rescue, police, library and school sites, and the fair market value of land used in calculating all fees. The Plan Commission may also retain the services of professionals (attorneys, appraisers, statisticians, etc.) to assist them in their review of issues raised by any objection.
- D. Procedure for resolving an objection:
1. Upon receipt of an objection, the City Clerk shall place the same on the next regular agenda of the City Council. Thereafter the City Council shall refer the objection to the Plan Commission and by resolution establish a hearing date.
 2. The Plan Commission shall provide public notice of the hearing date to consider the objection and shall notify the school district by certified mail, return receipt requested, of the filing of the objection and of said hearing.
 3. The objector shall publish notice of the hearing date once each week for three consecutive weeks, at least 30 days before but no more than 60 days before the date of the hearing. Notice shall be published in a newspaper of general circulation within the corporate limits of the City. The notice of public hearing shall not appear in the part of the newspaper where legal notices or classified advertisements appear. The notice shall not be smaller than one-quarter page of a standard size or tabloid-size newspaper. The objector shall send a copy of said notice to any person who has requested said notice by certified mail at least 30 days prior to the hearing date.
 4. The notice shall contain all of the following information:
 - a. The headline shall read: "NOTICE OF PUBLIC HEARING ON OBJECTION TO APPLICATION OF ORDINANCE REQUIRING THE DEDICATION OF

PARK LANDS, SCHOOL SITES, FIRE/RESCUE SITES, POLICE SITES, LIBRARY SITES, OR CALCULATION OF CASH IN LIEU THEREOF, OR STREET CONTRIBUTION, OR CASH POTABLE WATER CAPITAL IMPROVEMENT CONTRIBUTION, OR CASH SANITARY SEWER CAPITAL IMPROVEMENT CONTRIBUTION".

- b. The date, time and location of the public hearing.
 - c. A statement that the purpose of the hearing is to consider the objection to a component of the application of the ordinance requiring the dedication of park lands, school sites, library sites, fire/rescue sites, police sites, or calculation of cash in lieu thereof.
 - d. A general description of the service area or areas within the City that are the subject of the hearing.
 - e. A statement that the City shall make available to the public, upon request, an easily understandable and detailed map of the service area or areas to which the ordinance applies, and any other available information about the objection.
 - f. A statement that any member of the public affected by the ordinance or the service area or areas shall have the right to appear at the public hearing and present testimony and/or evidence in support of or against the objection.
5. A public hearing shall be held for the consideration of the objection. In addition to the City, the school district shall be allowed to participate in such hearing as a party thereto to present evidence, cross-examine witnesses and make arguments to the Plan Commission regarding the issues raised in the objection. The Plan Commission shall make a recommendation to adopt, reject in whole or in part, or modify the objection presented at the hearing, by written report to the City, within 60 days after the hearing. The City shall then have at least 60 but not more than 120 days to approve, disapprove or modify, by ordinance or resolution, the findings in this ordinance as it pertains to the development in question.
- E. Costs and Fees: The objector shall bear all costs of a hearing before the Plan Commission, including but not limited to: attendance fees paid to the Plan Commission members, publication costs, professional consultants and any other expenses of the City.

10.17 Condition to Annexation

The dedications of land or cash contribution in lieu thereof required by this Chapter 10 shall also be required as a condition to the annexation of any land to the City, and provisions therefore shall at a minimum be incorporated into any annexation or pre-annexation agreement governing such land. However, the City reserves the right to negotiate dedications of land or cash in lieu of land or a combination thereof greater than those set forth herein. Further, any requirements with respect to dedications of land or cash contributions in lieu of land shall be incorporated into any subdivision declaration of covenants running with the land.

10.18 Indemnification

As a precondition to the City distributing land dedications and/or cash contributions in lieu thereof, the benefiting unit of local government shall execute an indemnification agreement in the form set forth in Exhibit 10.A herein. This agreement shall be executed on or before June 1st of each year. Following execution of this agreement by the benefiting unit of local government, this indemnification agreement shall be furnished to the City. In the event the benefiting unit of local government fails to execute and/or

furnish the executed agreement as required in this Section 10.18, the City reserves the right to withhold distribution of any land dedications and/or cash contributions in lieu thereof.

10.19 Distribution

The cash in lieu of land contribution and cash contribution requirements imposed by this Chapter 16 for schools shall be collected and held by the City in trust, to be distributed to the school district and to be used for the purposes set forth in this Chapter.

As a condition of distribution of these dedications and/or cash in lieu of land contribution, the City may require Community Unit School District 200 to conduct a needs assessment and adopt a plan for acquisition of land and capital facilities needed to accommodate growth. In addition, the City may conduct a needs assessment and adopt a plan for acquisition of land and capital facilities needed to accommodate growth.

The cash in lieu of land contribution and cash contribution requirements imposed by this Chapter 10 for fire/rescue sites shall be collected and held by the City in trust, to be distributed to the fire/rescue district and to be used for the purposes set forth in this Chapter.

As a condition of distribution of these dedications and/or cash in lieu of land contribution, the City may require the fire/rescue district to conduct a needs assessment and adopt a plan for acquisition of land and capital facilities needed to accommodate growth. In addition, the City may conduct a needs assessment and adopt a plan for acquisition of land and capital facilities needed to accommodate growth.

10.20 Needs Assessment and Land/Capital Facilities Acquisition Plan

- A. A needs assessment shall contain the following information:
 - 1. A description of the nature and location of existing park, fire/rescue, police, library and school lands and existing capital facilities.
 - 2. An identification of the capacity of each school building, fire/rescue facility, police facility, library facility or park site within the school district or City. The school district shall also include the number of students then enrolled in each school building.
 - 3. A projection of the character and location of new development that is expected to occur within the school district or City or fire/rescue district during the succeeding 10-year period. The district and City or fire/rescue district may obtain the information necessary to make this projection from sources such as but not limited to: municipalities, other units of government, agencies and consultants.
 - 4. An identification of the amount of lands that will be necessary within the school district and City in order to accommodate the demands of such projected new development, and an estimate of the public grounds acquisition costs that will be incurred or have been incurred in acquiring such lands.
 - 5. A general description of each classification of capital facilities (including construction, expansion or enhancement of any public facilities and the land improvement, design, engineering and professional costs related thereto) that will be necessary within each district in order to provide adequate capacity for the projected new development, and an estimate of the capital facilities costs that will be incurred in constructing such capital facilities.
- B. Based upon the needs assessment, the school district or fire/rescue district shall and the City may provide an acquisition plan for lands and capital facilities. This acquisition plan shall:

1. Project for a planning period of at least five years, the need for lands and capital facilities within the district or City;
 2. Set forth a schedule for the acquisition of such lands and facilities to meet the projected need (which schedule may be conditioned upon the availability of financing);
 3. Indicate the size and general location of the needed lands and facilities;
 4. Identify the estimated or incurred costs of acquiring such needed lands and facilities;
 5. Set forth the anticipated funding sources for the acquisition of such needed lands and facilities.
 6. Determine the feasibility of acquiring the needed land and facilities based upon the current financial condition of the District or City;
 7. Determine the feasibility of acquiring the needed land and facilities based upon the district's or City's estimate of the revenues (including, without limitation, cash in lieu of land contribution required by this Chapter 10) pursuant to the plan.
 8. Determine the impact on property taxes in the City assuming the plan is implemented; and.
 9. Include a resolution by the corporate authority that the benefiting unit of local government advocates and supports the provisions of this Chapter 10, Dedication of Land for Park, Recreational, Fire/Rescue, Police, Library and School Purposes; Cash Contributions in Lieu Thereof; Streets Contribution; Cash Potable Water and Sanitary Sewer Capital Improvement Contributions, and that the requirements for dedications of land or cash contributions in lieu thereof are an integral part of the efforts of the benefiting unit of local government to address the impact of growth within its jurisdiction.
- C. If the City deems it necessary, it may require an updated needs assessment and plan for acquisition of land and capital facilities from the district annually. The failure to require said assessment update shall not invalidate the requirements of this Chapter.

10.21 Time of Payment

All dedications, fees and cash contributions imposed herein shall be due and payable prior to final plat approval. In calculating the fee or cash contributions at the time of platting, the City will assume the maximum density permitted under the zoning classification approved pursuant to the Table of Estimated Population attached as Exhibit 10.C. For example, if the subdivision in question is zoned single family, the City will assume for purposes of calculating fees and cash contributions payable pursuant to this Chapter that all houses will have five bedrooms. At the time a building permit is issued for a house having less than five bedrooms, the City shall issue a refund for any cash contribution overpayments.

For any lot which received final plat approval prior to the enactment of this Section and which remains vacant at the time this Section is enacted, all dedications, fees and cash contributions imposed herein shall be due and payable at the time a building permit is issued.

The City may agree that payment of fees and cash contributions be made at the time of building permit issuance in consideration of which the subdivider or developer shall execute an agreement, which is Exhibit 10.B of this Section, agreeing that the fees and cash contributions payable will be adjusted in accordance with the requirements of this Chapter, and further agreeing that the fees and cash contributions may be expended for the purposes described in said Exhibit 10.B and agreeing to accept the validity of this Ordinance and the fees as calculated. In the event the City agrees to delay the payment of fees and cash

contributions required under this Chapter, to the time of building permit issuance, the fees and cash contributions owed shall be those which are in effect at the time the building permit is issued. This agreement or memorandum thereof shall be recorded along with the final plat of subdivision upon approval by the City. At the time of payment, the subdivider or developer shall receive a copy of this Chapter and shall execute an acknowledgment that said copy has been received. The executed acknowledgment shall be kept on file by the City evidencing proof of land dedication or payment of cash contributions in lieu of land dedication by each subdivider or developer.

10.22 Miscellaneous

- A. In calculating any cash in lieu of land contribution payable at time of issuance of building permit, the City shall use the fair market value as set forth herein or any amendment thereto and in effect at the time of the contribution and building permit issuance.
- B. The City recognizes the fact that developments may differ in their impact upon a community. Consequently, the City reserves the right to negotiate dedications that differ from those contained in this Ordinance when annexing property to the City pursuant to an annexation agreement.
- C. Previously approved final plats of subdivision shall be subject to all fees and dedications required by this Section. The required fees shall be paid and required dedications conveyed to the City by the applicant for a building permit prior to the issuance of a building permit.
- D. CPI ADJUSTMENT: The fees and cash contributions required herein shall be subject to a "CPI Adjustment" which shall be calculated on January 1, 2005 and on the first day of January in each year thereafter, and which resultant adjustment amount shall be rounded upward in \$5.00 increments. Annually, the fees and cash contributions shall be adjusted by the October to October Percent change as published by the United States Department of Labor's Bureau of Labor Statistics, All Items Consumer Price Index ("CPI") for Urban Consumers (1982-84 = 100) for the Chicago Consolidated Metropolitan Statistical Area, Illinois. If any index is calculated from a base different from the base period 1982-84 = 100, such index shall be converted to a base period of 1982-84 = 100 by use of a conversion factor supplied by said Bureau of Labor Statistics. If the CPI is discontinued or replaced, such other governmental Cost of Living Index or computation which replaces the CPI shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or replaced. The fees and cash contributions shall be presumed to be correct and accurate unless timely objected to as provided in Section 10.16 herein. Failure to timely object to these requirements in strict accordance with Section 10.16 herein shall thereafter waive any right to raise an objection at a later time.

EXHIBIT 10.A

AGREEMENT REGARDING THE RECEIPT OF DEVELOPER SUBDIVISION CONTRIBUTIONS AND INDEMNIFICATION AGREEMENT

WHEREAS, the City of Woodstock, Illinois, on behalf of itself, its officers, employees and independent contractors (the "City"), through its ordinances or through the provisions of its annexation agreements has required that developers make contributions to the City, that the City, in turn, may make available for itself and/or other government bodies that are affected by the subdivision improvements; and

WHEREAS, such contributions may be in land or in money and, when transferred or paid over to those government bodies, inure in part to the benefit of those government bodies and not entirely to the direct benefit of the City; and

WHEREAS, from time to time within the City, and within other municipalities, disputes have arisen regarding the validity and amount of such contributions; and

WHEREAS, the City is willing, at its discretion, to continue seeking the contribution of land or money but wishes to procure a commitment from other government bodies benefited by the receipt of such contributions that those government bodies will (a) acknowledge that the requirement that such subdivision contributions be made are totally within the discretion of the City as to their existence, manner and amount; (b) pay the cost of defending any lawsuit that is filed challenging the appropriate amount of the contributions, the time at which they are to be made or any other aspect of the contributions; and (c) will comply with the terms of a final and non-appealable judicial determination by a court of competent jurisdiction rendered in connection with the lawsuit; and

WHEREAS, the City is willing, in its discretion, to pay over or require contributions only to other government bodies that execute this Agreement annually.

NOW, THEREFORE, in consideration for the payment of money or the transfer of ~~the~~ land to the Benefiting Government, which the City from time to time may within its discretion cause to be made by developers that are subdividing property, it is agreed between the City, on behalf of itself and its officers, employees and independent contractors, and _____, a government body within the State of Illinois (the "Benefiting Government") as follows:

1. The Benefiting Government acknowledges that, except as otherwise provided in the City's ordinances and/or annexation agreements, the City is not obligated to cause the payment of money or the transfer of land to the Benefiting Government. The Benefiting Government recognizes that the City may, at its sole discretion, amend its ordinances or annexation agreements or its practices to discontinue the payment of subdivision contributions to the Benefiting Government.

2. Legal Representation and Costs:

A. In the event a lawsuit is filed against the City and/or the Benefiting Government by a developer that is subdividing property or any other person, corporation or entity that challenges

the appropriateness, amount, timing or any other aspect of a subdivision contribution that, pursuant to the terms of the City's ordinances or annexation agreements, has been paid or is due to the Benefiting Government, then the Benefiting Government does agree to pay the costs and litigation expenses (including reasonable attorneys' fees) incurred by the City in defending such lawsuit. The costs and expenses shall be paid by the Benefiting Government when and as incurred by the City but in no event more than once a month. As a condition precedent to the payment of these costs and expenses, the City shall submit to the Benefiting Government copies of the original statements reflecting the costs and expenses, together with the non-privileged supporting documentation that may be reasonably requested by the Benefiting Government.

B. The City covenants and agrees that it shall employ competent and skilled legal counsel to represent the Benefiting Government and the City, and further covenants and agrees that it shall keep the Benefiting Government fully advised as to the progress and status of the litigation. In particular, the City shall provide to the Benefiting Government copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with the Benefiting Government or its attorneys, as applicable, as to the strategy for defending the lawsuit. In no event may such litigation be compromised or settled by the City without at least 30 days' prior written notice to the Benefiting Government.

C. In the event the Benefiting Government decides that it would prefer to be represented in the litigation by legal counsel of its own choosing, then the Benefiting Government shall be free to retain its own legal counsel for that purpose, to intervene in the litigation and to ask the City to terminate its representation to the Benefiting Government under Section 2 of this Agreement. The Benefiting Government shall notify the City in writing to that effect. In that event, this Agreement shall remain in full force and effect regarding all other provisions of this Agreement, and the Benefiting Government shall remain liable to the City for all sums that have accrued under this Agreement up until the date that such written notice is received and for all sums that remain due and owing from the Benefiting Government to the City relating to the defense of any lawsuit under the terms of this Agreement.

3. The Benefiting Government shall further indemnify and hold harmless the City from any and all liability arising from Section 10.5 of the Unified Development Ordinance of the City of Woodstock, Illinois, including but not limited to the general administration and handling of funds required by the City and/or the Benefiting Government.

4. In the event a final and non-appealable judicial determination is made by a court of competent jurisdiction that contributions of land or money received by the Benefiting Government are, in whole or in part, excessive, the Benefiting Government shall promptly repay to the person who procures such a judgment, together with all other amounts judged by the court to be owing from the Benefiting Government. In the event a judicial determination should require the payment of damages or payment of the attorneys' fees of the plaintiff's attorneys, the Benefiting Government shall pay all additional amounts.

5. In further consideration of the continued payment by the City to the Benefiting Government of the subject contributions of land or money, the Benefiting Government agrees that its obligations under paragraphs 2 and 3 of this Agreement shall extend to both past and future cash and land contributions.

6. On or before June 1st of each year, every Benefiting Government that receives payments from the City under this Agreement shall submit a report to the City describing the manner in which the payments have been used and provide any additional information the City may require. When that money turned over to the Benefiting Government is to be used for a specific purpose or within a specific time period, the report shall address those issues. If the Benefiting Government should fail to file such a report with the City, the City may delay the payment of any additional funds due the Benefiting Government until such time as a full report containing adequate information is transmitted to the City. The Benefiting Government understands that it will be asked to execute an indemnity agreement similar to this agreement on an annual basis and that the City shall not pay any additional funds due to the Benefiting Government until such time as the City is in receipt of such annually executed indemnity agreement.

7. This Agreement shall be terminable by either party for any reason or no reason at all upon 30 days' prior written notice to the other party evidencing the intention to so terminate this Agreement. But the termination of this Agreement shall not affect the continuing obligation of the Benefiting Government or the City with regard to claims or damages allegedly arising out of the City's efforts prior to termination to impose, collect or distribute contributions, or to the actual distribution of subdivision contributions.

DATED this ____ day of _____, 20__.

City of Woodstock

Benefiting Government:

Mayor _____

Title: _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

City Clerk _____

Secretary _____

EXHIBIT 10.B

AGREEMENT BETWEEN DEVELOPER AND CITY TO DELAY PAYMENT OF CASH CONTRIBUTIONS

The City of Woodstock (the "City") and _____, ("Developer") agree as follows:

A. The City has approved a final plat of subdivision or a final plat of a planned unit development at the request of Developer for the real estate legally described in Exhibit 10.B.1 attached hereto and made a part hereof (the "Land"). Accordingly, pursuant to the Unified Development Ordinance of the City of Woodstock, Illinois, ("Ordinance"), certain cash contributions for lands are immediately due the City from the Developer.

B. Developer has, however, requested that the payment of the aforesaid cash contributions be delayed and that the same become due and payable on a per dwelling unit basis at time the City issues a building permit for the particular dwelling unit.

C. In consideration for the City agreeing to delay its receipt of the cash contributions in accordance with Paragraph B above, Developer hereby agrees as follows:

1. The amount of cash contributions owed shall be calculated based upon Ordinance No. _____ or as provided for in such other future ordinance amending or replacing Ordinance No. _____ which is in effect at the time of the issuance of a building permit; and

2. Notwithstanding any present or future law, regulation and/or legal precedent to the contrary, the unit of local government that is the ultimate recipient of the subject cash contributions may expend such contributions for any of the following purposes intended to serve immediate or future needs of the residents and children of the Developer's subdivision or planned development: (a) for the acquisition of land; (b) for site improvements such as, by way of example, streets, curbs, gutters, storm water control, and utility extensions; (c) for construction of capital facilities, including, by way of example, new buildings and structures, and the expansion or enhancement of existing buildings and structures; and (d) for so-called soft costs directly related to the foregoing items (b) or (c) such as architectural and engineering costs.

3. Developer has reviewed the Ordinance regarding the dedication of land or sites or cash contributions in lieu thereof, as well as all of the methodology, formulae, calculations, projections, assumptions, numbers and other factors used to arrive at the land dedication requirements or cash contributions in lieu thereof that are the subject of this Agreement (hereinafter referred to as the "Ordinance and Attendant Calculations") and hereby acknowledges and agrees that:

(a) Pursuant to Section 10.16 of the Ordinance, Developer has been offered the opportunity to raise in a hearing before the Plan Commission, any objections relating to acreage requirements, presumptions as to fair market value, the *Table of Estimated Ultimate Population Per Dwelling Unit* or any other application of

the Ordinance; Developer has not raised such objections; Developer has thereby waived the right to assert those objections;

(b) Developer hereby waives any future right to object to or to institute any legal action regarding Ordinance and Attendant Calculations.

(c) Developer hereby acknowledges that Ordinance and Attendant Calculations have been properly passed, calculated and imposed.

D. This Agreement constitutes a covenant that is appurtenant to and runs with the Land. Either this Agreement or a memorandum thereof may be recorded against legal title to the Land by either party hereto; provided, however, it shall be a condition of the City's issuance of the first building permit for a dwelling unit on the Land that Developer shall provide satisfactory evidence to the City that this Agreement or a memorandum thereof has been recorded against legal title to the Land.

E. Developer represents and warrants to the City that it is the sole holder of record fee title to the Land.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly authorized, executed and entered into as of the _____ day of _____ 20____.

Mayor

Developer

City Clerk

EXHIBIT 10.B.1

Legal description of the real estate that is the subject of Exhibit B

EXHIBIT 10.B.2

ACKNOWLEDGEMENT OF NOTIFICATION RIGHTS

Developer hereby acknowledges receipt of a copy of Chapter 10, Dedication of Land for Park, Recreational, Fire/Rescue, Police, Library and School Purposes; Cash Contributions in Lieu Thereof; Streets Contribution; Cash Potable Water and Sanitary Sewer Capital Improvement Contributions, of the Unified Development Ordinance of the City of Woodstock, Illinois, ("Chapter 10) that describes the developer's right to object to the imposition of dedication requirements or cash in lieu of land requirements.

Developer further acknowledges that if it has any objection to such imposition, that it must follow the procedure set forth in Section 10.5.16 of said Chapter 10. Failure to do so by the developer shall constitute a waiver of the developer's right to object to such imposition. Payment of the fees or transfer of land pursuant to Section 6 shall constitute a waiver of any right to such a hearing.

Signed: _____

Date: _____

Witness: _____

Date: _____

EXHIBIT 10.C

TABLE OF ESTIMATED ULTIMATE SCHOOL POPULATION PER DWELLING UNIT							
	Children per Unit					Adults 18 years +	Total Per Dwelling Unit
Type of unit	Preschool 0-4 years	Elementary Grades K-5 5-10 years	Middle Grades 6-8 11-13 years	Total Grades K-8 5-13 years	High School Grades 9-12 14-17 years		
Detached Single-Family:							
2 bedroom	0.113	0.136	0.048	0.184	0.020	1.700	2.017
3-bedroom	0.292	0.369	0.173	0.542	0.184	1.881	2.899
4-bedroom	0.418	0.530	0.298	0.828	0.360	2.158	3.764
5-bedroom	0.283	0.345	0.248	0.593	0.300	2.594	3.770
Attached Single-Family:							
1-bedroom	0.000	0.000	0.000	0.000	0.000	1.193	1.193
2-bedroom	0.064	0.088	0.048	0.136	0.038	1.752	1.990
3-bedroom	0.212	0.234	0.058	0.292	0.059	1.829	2.392
4-bedroom	0.323	0.322	0.154	0.476	0.173	2.173	3.145
Apartments:							
Efficiency	0.000	0.000	0.000	0.000	0.000	1.294	1.294
1-bedroom	0.000	0.002	0.001	0.003	0.001	1.754	1.758
2-bedroom	0.047	0.086	0.042	0.128	0.046	1.693	1.914
3-bedroom	0.052	0.234	0.123	0.357	0.118	2.526	3.053

Commentary:

Actual dollar amounts calculated for impact fees are listed below in dollar increments. These figures went into effect in January 2006 and will be revised on an annual basis in response to changes in the Consumer Price Index (CPI). Current fee amounts should be obtained from the Community Development Department.

	School Imp. Fee	Park Imp. Fee	Library Imp. Fee	Street Imp. Fee	Police Imp. Fee	Fire/Res. Imp. Fee	Total Fees
Apartments							
Efficiency	0	1,587.00	301.00	270.00	453.00	88.00	6895.00
1 br	28.00	2157.00	410.00	270.00	614.00	119.00	7794.00
2 br	1216.00	2348.00	446.00	270.00	669.00	129.00	9640.00
3 or more br	3319.00	3745.00	712.00	270.00	1067.00	205.00	16599.00
Single Family Attached Dwelling Units							
1 br	0	1464.00	278.00	216.00	417.00	81.00	5303.00
2 br	1210.00	2442.00	464.00	216.00	696.00	135.00	9909.00
3 br	2333.00	2935.00	558.00	216.00	835.00	162.00	12745.00
4 or more br	2333.00	3860.00	733.00	216.00	1099.00	212.00	14159.00
Single Family Detached Dwelling Units							
1 or 2 br	1352.00	2475.00	470.00	216.00	705.00	136.00	10164.00
3 br	5052.00	3556.00	676.00	216.00	1013.00	195.00	17610.00
4 br	6433.00	4618.00	878.00	216.00	1315.00	253.00	20615.00
5 or more br	6433.00	4625.00	879.00	216.00	1317.00	253.00	20625.00